

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AMENDMENT TO OIL AND GAS LEASE ("Amendment") is made and entered into this 4th day of July, 2008, between Dewey Eugene Cozart and Wilma Louise Cozart Fine (collectively, "Lessor") and Chief Resources LLC, a Texas limited liability company, Collins and Young, L.L.C., a Texas limited liability company and Berry Barnett, L.P., a Texas Limited Partnership (collectively, "Lessee").

RECITALS:

- A. Lessor and Lessee are the parties, or successors in interest to the parties, to that certain Oil and Gas Lease (the "Lease") dated January 31, 2003, between Lessor and Chief Holdings LLC, as lessee, recorded by Memorandum of Oil and Gas Lease under document Volume 16472, page 295, Document number D203086385 of the Official Records of Tarrant County, Texas.
- B. An Extension of Oil and Gas Lease extending the primary term of the Lease was executed and filed under Document D204210175 of the Official Records of Tarrant County, Texas.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

- 1. **Defined Terms.** Unless specifically indicated otherwise herein, capitalized terms in this Amendment shall have the same respective meanings as are ascribed to them in the Lease.
- 2. **Royalties.** Effective as of 12:01 a.m. July 1, 2008, the royalties on all production from or attributable to the lease are increased to twenty five percent (25%).
- 3. **Retained Acreage.** Lessor and Lessee hereby (a) delete Paragraph 7 (a) through Paragraph 7 (d) from the Lease in its entirety and (b) stipulate, acknowledge, and agree that if i) prior to the expiration of the Lease Lessee drills a horizontal well capable of producing in paying quantities whereby the lateral of such well is located within the Lands described in the Lease, and ii) by no later than February 1, 2008 Lessee commences the drilling of a second horizontal well on the Lands covered by this Lease, and the same results in commercial production, then the entirety of the original acreage covered under this Lease will remain held by production for so long as there are two horizontal wells located on the Lands that are capable of producing in paying quantities. If Lessee fails to commence the second horizontal well by February 1, 2008, or if either does not result in production or continue to produce in commercial quantities, then this lease shall remain effective as to only 70 acres for each well capable of producing in commercial quantities, and for so long as such production continues, and Lessee shall immediately file a release in the county records of the non-productive acreage that is not included in a producing unit. Producing units shall be configured in such way as to allow for a minimum of two horizontal wells on the Land.

4. **Consent to Assignment.** Lessor hereby consents to the assignment of the Lease to Chief Resources LLC, Collins and Young, L.L.C, and Berry Barnett, L.P., and any of their affiliates, provided that such assignee shall assume all of the obligations of the lessee under the Lease. Further, Lessor consents to the assignment of the Lease to any public company with a market capitalization of more than \$1 billion USD if assigned prior to December 31, 2008.

All other terms, conditions, provisions and covenants of the Lease shall otherwise remain the same and unchanged.

EXCEPT AS AMENDED HEREBY, the Lease shall remain unchanged and the undersigned do hereby adopt, ratify, and confirm the Lease and all of the terms and provisions thereof, as changed, altered and amended hereby; and the undersigned do hereby LEASE, GRANT and LET the Lands covered by the Lease unto Lessee, subject to and in accordance with all of the terms and provisions of the Lease as amended hereby and the undersigned do further agree and declare that the Lease is a valid and subsisting oil and gas lease and is binding on the undersigned in all of its terms and provisions.

This Amendment shall extend to and bind the undersigned and Lessee and their respective heirs, successors, assigns, administrators, executors and legal representatives.

Lessor and Lessee may execute this Amendment in multiple counterparts, each of which shall constitute an original hereof, and the execution and delivery of any one of such counterparts by any signatory party shall have the same force and effect and shall be binding upon such signatory to the same extent as if the same counterpart were executed and delivered by all of the signatory parties.

IN WITNESS WHEREOF, this Amendment is EXECUTED this the 4th day of July, 2008 but effective for all purposes as of the effective date of the Lease.

EXECUTED by the parties as of the day and year first above written.

LESSOR:


DEWEY EUGENE COZART


WILMA LOUISE COZART FINE

LESSEE:

CHIEF RESOURCES LLC

By: [Signature]
Glynn Mildren
Senior Vice President - Land

COLLINS AND YOUNG, L.L.C.

By: [Signature]
George M. Young, Jr.
President

BERRY BARNETT, L.P.

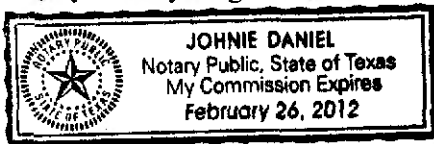
By: **Berry Barnett Gen Par, LLC,**
Its General Partner

By: [Signature]
Michael K. Berry
Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
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COUNTY OF TARRANT §

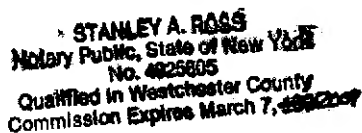
This instrument was acknowledged before me on the 8th day of July, 2008
2008, by Dewey Eugene Cozart.



[Signature]
Notary Public, State of Texas

STATE OF NEW YORK §
 §
COUNTY OF WESTCHESTER §

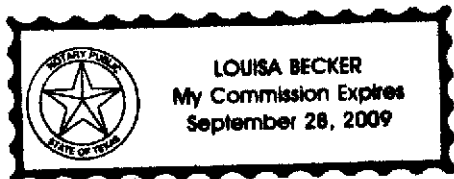
This instrument was acknowledged before me on the 4th day of JULY, 2008
2008, by Wilma Louise Cozart Fine.



[Signature]
Notary Public

STATE OF TEXAS §
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COUNTY OF Dallas §

This instrument was acknowledged before me on the 24 day of June 2008, by Glynne Mildren, Senior Vice President – Land of Chief Resources LLC, a Texas limited liability company, on behalf of said limited liability company.



Louisa Becker
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF Tarrant §

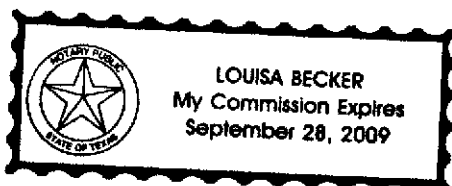
This instrument was acknowledged before me on the 21 day of July 2008, by George M. Young, Jr., President of Collins and Young, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



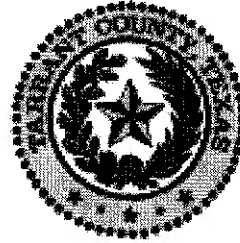
Louisa Becker
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF Tarrant §

This instrument was acknowledged before me on the 21 day of July 2008, by Michael K. Berry, Manager of Berry Barnett Gen Par, LLC, general partner of Berry Barnett, LP, a Texas limited partnership, on behalf of said limited partnership.



Louisa Becker
Notary Public, State of Texas



CARLA PETROLEUM INC
16990 DALLAS PKWY SUITE 126

DALLAS TX 75248

Submitter: JAY R FRAZIER

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/24/2008 10:57 AM
Instrument #: D208288721
LSE 5 PGS \$28.00

By: _____



D208288721

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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